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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

CORE NUTRITIONALS, LLC,
Plaintiff,

v.

PERFORMANCE NUTRITION
FORMULATORS, LLC dba VMI
SPORTS and LONE STAR
DISTRIBUTION, LLC,
Defendants.

Case No.: CV 16-0705 TJH (AFMx)

STIPULATED PROTECTIVE ORDER¹

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends

¹ This Stipulated Protective Order is based substantially on the model protective order provided under Magistrate Judge Alexander F. MacKinnon's Procedures.

1 only to the limited information or items that are entitled to confidential treatment
2 under the applicable legal principles.

3 B. GOOD CAUSE STATEMENT

4 This action is likely to involve trade secrets, customer and pricing lists and
5 other valuable research, development, commercial, financial, technical and/or
6 proprietary information for which special protection from public disclosure and
7 from use for any purpose other than prosecution of this action is warranted. Such
8 confidential and proprietary materials and information consist of, among other
9 things, confidential business or financial information, information regarding
10 confidential business practices, or other confidential research, development of the
11 parties' respective nutritional supplements, or commercial information (including
12 information implicating privacy rights of third parties), information otherwise
13 generally unavailable to the public, or which may be privileged or otherwise
14 protected from disclosure under state or federal statutes, court rules, case decisions,
15 or common law. Accordingly, to expedite the flow of information, to facilitate the
16 prompt resolution of disputes over confidentiality of discovery materials, to
17 adequately protect information the parties are entitled to keep confidential, to ensure
18 that the parties are permitted reasonable necessary uses of such material in
19 preparation for and in the conduct of trial, to address their handling at the end of the
20 litigation, and serve the ends of justice, a protective order for such information is
21 justified in this matter. It is the intent of the parties that information will not be
22 designated as confidential for tactical reasons and that nothing be so designated
23 without a good faith belief that it has been maintained in a confidential, non-public
24 manner, and there is good cause why it should not be part of the public record of
25 this case.
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1 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER
 2 SEAL

3 The parties further acknowledge, as set forth in Section 12.3, below, that this
 4 Stipulated Protective Order does not entitle them to file confidential information
 5 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed
 6 and the standards that will be applied when a party seeks permission from the court
 7 to file material under seal.

8 There is a strong presumption that the public has a right of access to judicial
 9 proceedings and records in civil cases. In connection with non-dispositive motions,
 10 good cause must be shown to support a filing under seal. *See Kamakana v. City and*
 11 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*
 12 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electronics,*
 13 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders
 14 require good cause showing), and a specific showing of good cause or compelling
 15 reasons with proper evidentiary support and legal justification, must be made with
 16 respect to Protected Material that a party seeks to file under seal. The parties' mere
 17 designation of Disclosure or Discovery Material as CONFIDENTIAL does not—
 18 without the submission of competent evidence by declaration, establishing that the
 19 material sought to be filed under seal qualifies as confidential, privileged, or
 20 otherwise protectable—constitute good cause.

21 Further, if a party requests sealing related to a dispositive motion or trial, then
 22 compelling reasons, not only good cause, for the sealing must be shown, and the
 23 relief sought shall be narrowly tailored to serve the specific interest to be protected.
 24 *See Pintos v. Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9th Cir. 2010). For
 25 each item or type of information, document, or thing sought to be filed or
 26 introduced under seal in connection with a dispositive motion or trial, the party
 27 seeking protection must articulate compelling reasons, supported by specific facts
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1 and legal justification, for the requested sealing order. Again, competent evidence
2 supporting the application to file documents under seal must be provided by
3 declaration.

4 Any document that is not confidential, privileged, or otherwise protectable in
5 its entirety will not be filed under seal if the confidential portions can be redacted.
6 If documents can be redacted, then a redacted version for public viewing, omitting
7 only the confidential, privileged, or otherwise protectable portions of the document,
8 shall be filed. Any application that seeks to file documents under seal in their
9 entirety should include an explanation of why redaction is not feasible.
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11 2. DEFINITIONS

12 2.1 Action: This pending federal lawsuit.

13 2.2 Challenging Party: a Party or Non-Party that challenges the designation
14 of information or items under this Order.

15 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
16 how it is generated, stored or maintained) or tangible things that qualify for
17 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
18 the Good Cause Statement.

19 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
20 support staff).

21 2.5 Designating Party: a Party or Non-Party that designates information or
22 items that it produces in disclosures or in responses to discovery as
23 “CONFIDENTIAL.”

24 2.6 Disclosure or Discovery Material: all items or information, regardless of
25 the medium or manner in which it is generated, stored, or maintained (including,
26 among other things, testimony, transcripts, and tangible things), that are produced
27 or generated in disclosures or responses to discovery in this matter.
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1 2.7 Expert: a person with specialized knowledge or experience in a matter
2 pertinent to the litigation who has been retained by a Party or its counsel to serve as
3 an expert witness or as a consultant in this Action.

4 2.8 House Counsel: attorneys who are employees of a party to this Action.
5 House Counsel does not include Outside Counsel of Record or any other outside
6 counsel.

7 2.9 Non-Party: any natural person, partnership, corporation, association or
8 other legal entity not named as a Party to this action.

9 2.10 Outside Counsel of Record: attorneys who are not employees of a party
10 to this Action but are retained to represent or advise a party to this Action and have
11 appeared in this Action on behalf of that party or are affiliated with a law firm that
12 has appeared on behalf of that party, and includes support staff.

13 2.11 Party: any party to this Action, including all of its officers, directors,
14 employees, consultants, retained experts, and Outside Counsel of Record (and their
15 support staffs).

16 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
17 Discovery Material in this Action.

18 2.13 Professional Vendors: persons or entities that provide litigation support
19 services (e.g., photocopying, videotaping, translating, preparing exhibits or
20 demonstrations, and organizing, storing, or retrieving data in any form or medium)
21 and their employees and subcontractors.

22 2.14 Protected Material: any Disclosure or Discovery Material that is
23 designated as "CONFIDENTIAL."

24 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
25 from a Producing Party.
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1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not only
3 Protected Material (as defined above), but also (1) any information copied or
4 extracted from Protected Material; (2) all copies, excerpts, summaries, or
5 compilations of Protected Material; and (3) any testimony, conversations, or
6 presentations by Parties or their Counsel that might reveal Protected Material.

7 Any use of Protected Material at trial shall be governed by the orders of the
8 trial judge. This Order does not govern the use of Protected Material at trial.

9
10 4. DURATION

11 Once a case proceeds to trial, information that was designated as
12 CONFIDENTIAL or maintained pursuant to this protective order used or
13 introduced as an exhibit at trial becomes public and will be presumptively available
14 to all members of the public, including the press, unless compelling reasons
15 supported by specific factual findings to proceed otherwise are made to the trial
16 judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing
17 “good cause” showing for sealing documents produced in discovery from
18 “compelling reasons” standard when merits-related documents are part of court
19 record). Accordingly, the terms of this protective order do not extend beyond the
20 commencement of the trial.

21
22 5. DESIGNATING PROTECTED MATERIAL

23 5.1 Exercise of Restraint and Care in Designating Material for Protection.

24 Each Party or Non-Party that designates information or items for protection under
25 this Order must take care to limit any such designation to specific material that
26 qualifies under the appropriate standards. The Designating Party must designate for
27 protection only those parts of material, documents, items or oral or written
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1 communications that qualify so that other portions of the material, documents, items
2 or communications for which protection is not warranted are not swept unjustifiably
3 within the ambit of this Order.

4 Mass, indiscriminate or routinized designations are prohibited. Designations
5 that are shown to be clearly unjustified or that have been made for an improper
6 purpose (e.g., to unnecessarily encumber the case development process or to impose
7 unnecessary expenses and burdens on other parties) may expose the Designating
8 Party to sanctions.

9 If it comes to a Designating Party's attention that information or items that it
10 designated for protection do not qualify for protection, that Designating Party must
11 promptly notify all other Parties that it is withdrawing the inapplicable designation.

12 5.2 Manner and Timing of Designations. Except as otherwise provided in
13 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
14 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
15 under this Order must be clearly so designated before the material is disclosed or
16 produced.

17 Designation in conformity with this Order requires:

18 (a) for information in documentary form (e.g., paper or electronic
19 documents, but excluding transcripts of depositions or other pretrial or trial
20 proceedings), that the Producing Party affix at a minimum, the legend
21 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that
22 contains protected material. If only a portion of the material on a page qualifies for
23 protection, the Producing Party also must clearly identify the protected portion(s)
24 (e.g., by making appropriate markings in the margins).

25 A Party or Non-Party that makes original documents available for inspection
26 need not designate them for protection until after the inspecting Party has indicated
27 which documents it would like copied and produced. During the inspection and
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1 before the designation, all of the material made available for inspection shall be
 2 deemed "CONFIDENTIAL." After the inspecting Party has identified the
 3 documents it wants copied and produced, the Producing Party must determine
 4 which documents, or portions thereof, qualify for protection under this Order.
 5 Then, before producing the specified documents, the Producing Party must affix the
 6 "CONFIDENTIAL legend" to each page that contains Protected Material. If only a
 7 portion of the material on a page qualifies for protection, the Producing Party also
 8 must clearly identify the protected portion(s) (e.g., by making appropriate markings
 9 in the margins).

10 (b) for testimony given in depositions that the Designating Party
 11 identifies the Disclosure or Discovery Material on the record, before the close of the
 12 deposition all protected testimony.

13 (c) for information produced in some form other than documentary and
 14 for any other tangible items, that the Producing Party affix in a prominent place on
 15 the exterior of the container or containers in which the information is stored the
 16 legend "CONFIDENTIAL." If only a portion or portions of the information
 17 warrants protection, the Producing Party, to the extent practicable, shall identify the
 18 protected portion(s).

19 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
 20 failure to designate qualified information or items does not, standing alone, waive
 21 the Designating Party's right to secure protection under this Order for such material.
 22 Upon timely correction of a designation, the Receiving Party must make reasonable
 23 efforts to assure that the material is treated in accordance with the provisions of this
 24 Order.

25 26 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

1 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
2 designation of confidentiality at any time that is consistent with the Court's
3 Scheduling Order.

4 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
5 resolution process under Local Rule 37-1 et seq.

6 6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a
7 joint stipulation pursuant to Local Rule 37-2.

8 6.4 The burden of persuasion in any such challenge proceeding shall be on
9 the Designating Party. Frivolous challenges, and those made for an improper
10 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
11 parties) may expose the Challenging Party to sanctions. Unless the Designating
12 Party has waived or withdrawn the confidentiality designation, all parties shall
13 continue to afford the material in question the level of protection to which it is
14 entitled under the Producing Party's designation until the Court rules on the
15 challenge.

16 17 7. ACCESS TO AND USE OF PROTECTED MATERIAL

18 7.1 Basic Principles. A Receiving Party may use Protected Material that is
19 disclosed or produced by another Party or by a Non-Party in connection with this
20 Action only for prosecuting, defending or attempting to settle this Action. Such
21 Protected Material may be disclosed only to the categories of persons and under the
22 conditions described in this Order. When the Action has been terminated, a
23 Receiving Party must comply with the provisions of section 13 below (FINAL
24 DISPOSITION).

25 Protected Material must be stored and maintained by a Receiving Party at a
26 location and in a secure manner that ensures that access is limited to the persons
27 authorized under this Order.
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1 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
2 otherwise ordered by the court or permitted in writing by the Designating Party, a
3 Receiving Party may disclose any information or item designated
4 “CONFIDENTIAL” only to:

5 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
6 well as employees of said Outside Counsel of Record to whom it is reasonably
7 necessary to disclose the information for this Action;

8 (b) the officers, directors, and employees (including House Counsel) of
9 the Receiving Party to whom disclosure is reasonably necessary for this Action;

10 (c) Experts (as defined in this Order) of the Receiving Party to whom
11 disclosure is reasonably necessary for this Action and who have signed the
12 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

13 (d) the court and its personnel;

14 (e) court reporters and their staff;

15 (f) professional jury or trial consultants, mock jurors, and Professional
16 Vendors to whom disclosure is reasonably necessary for this Action and who have
17 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18 (g) the author or recipient of a document containing the information or
19 a custodian or other person who otherwise possessed or knew the information;

20 (h) during their depositions, witnesses, and attorneys for witnesses, in
21 the Action to whom disclosure is reasonably necessary provided: (1) the deposing
22 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2)
23 they will not be permitted to keep any confidential information unless they sign the
24 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
25 agreed by the Designating Party or ordered by the court. Pages of transcribed
26 deposition testimony or exhibits to depositions that reveal Protected Material may
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1 be separately bound by the court reporter and may not be disclosed to anyone
 2 except as permitted under this Stipulated Protective Order; and

3 (i) any mediator or settlement officer, and their supporting personnel,
 4 mutually agreed upon by any of the parties engaged in settlement discussions.
 5

6 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
 7 IN OTHER LITIGATION

8 If a Party is served with a subpoena or a court order issued in other litigation
 9 that compels disclosure of any information or items designated in this Action as
 10 “CONFIDENTIAL,” that Party must:

11 (a) promptly notify in writing the Designating Party. Such notification
 12 shall include a copy of the subpoena or court order;

13 (b) promptly notify in writing the party who caused the subpoena or
 14 order to issue in the other litigation that some or all of the material covered by the
 15 subpoena or order is subject to this Protective Order. Such notification shall include
 16 a copy of this Stipulated Protective Order; and

17 (c) cooperate with respect to all reasonable procedures sought to be
 18 pursued by the Designating Party whose Protected Material may be affected.

19 If the Designating Party timely seeks a protective order, the Party served with
 20 the subpoena or court order shall not produce any information designated in this
 21 action as “CONFIDENTIAL” before a determination by the court from which the
 22 subpoena or order issued, unless the Party has obtained the Designating Party’s
 23 permission. The Designating Party shall bear the burden and expense of seeking
 24 protection in that court of its confidential material and nothing in these provisions
 25 should be construed as authorizing or encouraging a Receiving Party in this Action
 26 to disobey a lawful directive from another court.
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1 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
2 PRODUCED IN THIS LITIGATION

3 (a) The terms of this Order are applicable to information produced by a
4 Non-Party in this Action and designated as "CONFIDENTIAL." Such information
5 produced by Non-Parties in connection with this litigation is protected by the
6 remedies and relief provided by this Order. Nothing in these provisions should be
7 construed as prohibiting a Non-Party from seeking additional protections.

8 (b) In the event that a Party is required, by a valid discovery request, to
9 produce a Non-Party's confidential information in its possession, and the Party is
10 subject to an agreement with the Non-Party not to produce the Non-Party's
11 confidential information, then the Party shall:

12 (1) promptly notify in writing the Requesting Party and the Non-
13 Party that some or all of the information requested is subject to a confidentiality
14 agreement with a Non-Party;

15 (2) promptly provide the Non-Party with a copy of the Stipulated
16 Protective Order in this Action, the relevant discovery request(s), and a reasonably
17 specific description of the information requested; and

18 (3) make the information requested available for inspection by
19 the Non-Party, if requested.

20 (c) If the Non-Party fails to seek a protective order from this court
21 within 14 days of receiving the notice and accompanying information, the
22 Receiving Party may produce the Non-Party's confidential information responsive
23 to the discovery request. If the Non-Party timely seeks a protective order, the
24 Receiving Party shall not produce any information in its possession or control that
25 is subject to the confidentiality agreement with the Non-Party before a
26 determination by the court. Absent a court order to the contrary, the Non-Party
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1 shall bear the burden and expense of seeking protection in this court of its Protected
2 Material.

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4 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

5 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
6 Protected Material to any person or in any circumstance not authorized under this
7 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
8 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
9 to retrieve all unauthorized copies of the Protected Material, (c) inform the person
10 or persons to whom unauthorized disclosures were made of all the terms of this
11 Order, and (d) request such person or persons to execute the “Acknowledgment and
12 Agreement to Be Bound” that is attached hereto as Exhibit A.

13
14 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
15 PROTECTED MATERIAL

16 When a Producing Party gives notice to Receiving Parties that certain
17 inadvertently produced material is subject to a claim of privilege or other
18 protection, the obligations of the Receiving Parties are those set forth in Federal
19 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
20 whatever procedure may be established in an e-discovery order that provides for
21 production without prior privilege review. Pursuant to Federal Rule of Evidence
22 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
23 of a communication or information covered by the attorney-client privilege or work
24 product protection, the parties may incorporate their agreement in the stipulated
25 protective order submitted to the court.

26
27 12. MISCELLANEOUS
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1 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
2 person to seek its modification by the Court in the future.

3 12.2 Right to Assert Other Objections. By stipulating to the entry of this
4 Protective Order, no Party waives any right it otherwise would have to object to
5 disclosing or producing any information or item on any ground not addressed in this
6 Stipulated Protective Order. Similarly, no Party waives any right to object on any
7 ground to use in evidence of any of the material covered by this Protective Order.

8 12.3 Filing Protected Material. A Party that seeks to file under seal any
9 Protected Material must comply with Local Civil Rule 79-5. Protected Material may
10 only be filed under seal pursuant to a court order authorizing the sealing of the
11 specific Protected Material at issue. If a Party's request to file Protected Material
12 under seal is denied by the court, then the Receiving Party may file the information
13 in the public record unless otherwise instructed by the court.

14
15 13. FINAL DISPOSITION

16 After the final disposition of this Action, as defined in paragraph 4, within 60
17 days of a written request by the Designating Party, each Receiving Party must
18 return all Protected Material to the Producing Party or destroy such material. As
19 used in this subdivision, "all Protected Material" includes all copies, abstracts,
20 compilations, summaries, and any other format reproducing or capturing any of the
21 Protected Material. Whether the Protected Material is returned or destroyed, the
22 Receiving Party must submit a written certification to the Producing Party (and, if
23 not the same person or entity, to the Designating Party) by the 60 day deadline that
24 (1) identifies (by category, where appropriate) all the Protected Material that was
25 returned or destroyed and (2) affirms that the Receiving Party has not retained any
26 copies, abstracts, compilations, summaries or any other format reproducing or
27 capturing any of the Protected Material. Notwithstanding this provision, Counsel
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1 are entitled to retain an archival copy of all pleadings, motion papers, trial,
 2 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
 3 and trial exhibits, expert reports, attorney work product, and consultant and expert
 4 work product, even if such materials contain Protected Material. Any such archival
 5 copies that contain or constitute Protected Material remain subject to this Protective
 6 Order as set forth in Section 4 (DURATION).

7
 8 14. VIOLATION

9 Any violation of this Order may be punished by appropriate measures
 10 including, without limitation, contempt proceedings and/or monetary sanctions.
 11

12 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
 13

14 DATED: October 21, 2016

15 /s/ Lawrence R. LaPorte

16 Lawrence R. LaPorte (State Bar No. 130,003)

17 *llaporte@manatt.com*

18 MANATT, PHELPS & PHILLIPS, LLP

19 11355 West Olympic Boulevard

20 Los Angeles, CA 90064

21 Telephone: (310) 312-4000

22 Facsimile: (310) 312-4224

23 Attorneys for Plaintiff

24 CORE NUTRITIONALS, LLC

25 DATED: October 21, 2016

26 /s/ Andrew S. Dallmann

27 Andrew S. Dallmann (State Bar No. 206,771)

28 *asd@burchdallmann.com*

BURCH DALLMANN LLP

2063 Main Street, Suite 200

1 Irvine, CA 92614

2 Telephone: (949) 379-6649

3 Facsimile: (949) 396-1025

4 Attorneys for Defendants

5 PERFORMANCE NUTRITION FORMULATORS, LLC

6 dba VMI SPORTS and LONE STAR DISTRIBUTION, LLC

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10 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

11 DATED: 10/21/2016

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13 _____
14 ALEXANDER F. MacKINNON
15 United States Magistrate Judge
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EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
 _____ [print or type full address],
 declare under penalty of perjury that I have read in its entirety and understand the
 Stipulated Protective Order that was issued by the United States District Court for
 the Central District of California on [date] in the case of *Core Nutritionals, LLC v.*
Performance Nutrition Formulators, LLC dba VMI Sports and Lone Star
Distribution, LLC, Case No.: CV 16-0705 TJH (AFMx). I agree to comply with
 and to be bound by all the terms of this Stipulated Protective Order and I understand
 and acknowledge that failure to so comply could expose me to sanctions and
 punishment in the nature of contempt. I solemnly promise that I will not disclose in
 any manner any information or item that is subject to this Stipulated Protective
 Order to any person or entity except in strict compliance with the provisions of this
 Order.

I further agree to submit to the jurisdiction of the United States District Court for
 the Central District of California for enforcing the terms of this Stipulated
 Protective Order, even if such enforcement proceedings occur after termination of
 this action. I hereby appoint _____ [print or type full
 name] of _____ [print or type full address
 and telephone number] as my California agent for service of process in connection
 with this action or any proceedings related to enforcement of this Stipulated
 Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

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Signature: _____

1 Pursuant to Local Rule 5-4.3.4(a)(2)(i), I attest under penalty of perjury that
2 all other signatures listed, and on whose behalf this filing is submitted, concur in
3 this filing's content and have authorized this filing.
4

5 Dated: October 21, 2016

Respectfully submitted,

BURCH DALLMANN LLP

8 By: /s/ Andrew S. Dallmann

Andrew S. Dallmann

Attorneys for Defendants
PERFORMANCE NUTRITION
FORMULATORS, LLC dba VMI
SPORTS and LONE STAR
DISTRIBUTION, LLC